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The Solicitors' Journal

[REGISTERED AS A NEWSPAPER.]

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MISSING DEEDS.—Information is required concerning the custody of title deeds relating to freehold land situate in Bull Road, Vange, near Pitsea, Essex, purchased at auction by Mr. J. S. E. Rumsey, in or about the year 1898. Murray, Hutchins & Co., 11, Birchin-lane, London, E.C.3.

CAPTAIN WILLIAM JOHN IVES COLE, 9, Ashwell-grove, Silver-street, Edmonton, Deceased.—Will anyone having knowledge or possession of a Will made by the above since 22nd May, 1926, please communicate with Geo. & Wm. Webb, Solicitors, 3, Devonshire-square, E.C.2.

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WILLIAM THOMAS WILLIAMS, deceased.—Information is required as to the persons entitled on the intestacy of WILLIAM THOMAS WILLIAMS, licensee of The Crooked Billet public-house, Wimbledon, who died there on the 30th May, 1880.—Godfrey J. Freeman, 4, New-court, Carey-street, London, W.C.2.

CHARLES HARBORD COOK, deceased.—Late of 8, Clifford-street, Bond-street, W.1.—Any Solicitor or other person holding a Will of the above deceased or having knowledge of one having been signed is requested to communicate with Vallance & Vallance, 20, Essex-street, Strand, London, W.C.2, Solicitors for the next-of-kin.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

The Legal Profession in England: Its Origin.

STANTON, J.: "Fair friend, have you sued a writ?" Attorney: "Yes, sir." STANTON, J.: "Where is your bill which witnesses it?" Attorney: "Sir, I sued no bill, for I delivered it to my master." STANTON, J.: "What do you want then?" Attorney: "Sir, I pray a *postea* (summons?)." STANTON, J.: "You wicked rascal, you shall not have it! But because you, to delay the woman from her dower, have vouched and have not sued a writ to summon your warrantor, this court awards that you go to prison . . . . and stay until you are well chastised." Lord Justice SANKEY, presiding at a lecture by Mr. HERMAN COHEN, in the Inner Temple Hall on the 14th inst., on "The origins of the Legal Profession in England," read the above dialogue (reported in 1310) from p. 209 of Mr. COHEN'S recent publication entitled "A History of the English Bar and Attornatus to 1450." Personally, said his lordship, he had always been of opinion that the Bar should stand up to the judge, but it was a good thing our present procedure was quite different from that referred to above. Mr. COHEN had ended his description of the early costume by saying: "Nevertheless, the junior bar has always been well dressed." Perhaps, as one ascended in the profession one descended in dress, suggested his lordship, the junior Bar, especially those from Oxford, were very smartly dressed, but a judge could wear his robes with his oldest clothes; a point which reminded him of the judge who refused to allow his tailor to measure him standing up because he spent most of his life sitting down. It was his opinion, said the learned Lord Justice, in more serious vein, that county court judges had a very much harder task to perform than the judges of the High Court, for they had not the same assistance. The advice given to him by a brother judge when he went to the Court of Appeal was: "You will always have good arguments, all you have to do is to decide in favour of the one you think is best." In concluding, his lordship said that the Bar was quite as important in the administration of this country as the judges were, and the profession was placed under a debt of gratitude to Mr. COHEN, who understood as well as anybody the etiquette and traditions of the Bar, for his scholarly and interesting book.

Passports.

IN THE late Mr. H. D. TRAILL'S admirable little volume on "Central Government," we read that "among the ordinary duties of the Foreign Secretary is that of protecting British subjects abroad, of entertaining their complaints and applications for redress, and obtaining satisfaction from foreign powers for injuries which they may have sustained at the hands of the subjects of such powers." A British subject has usually regarded his passport as entitling him to this protection so long, of course, as he does not transgress any of the laws of the country through which he may be travelling; but the answer of Sir AUSTEN CHAMBERLAIN to a question addressed to him in the House of Commons last week by one of the Labour members shows that while a passport is usually sufficient to entitle its holder to journey in safety and without let or hindrance in the country for which it is available, it does not justify his entry into or continuing to reside in that country against the will of the state. Unwillingness of a state to permit aliens to enter and reside within its borders may be based on many grounds—political, economic and other—but the rules of international law appear to have clearly established that a non-resident alien cannot be heard to complain in law of an act of state excluding him from entering a country; in other words, he has no redress if it excludes him. Happily, cases of exclusion are rare, but the question may arise when some state, not admiring the political views of those who seek to enter its borders, decide to exclude them. Probably Lord PALMERSTON would have been moved to protest with vigour against such a decision, but against its validity in point of law he could have said nothing.

"A Funeral Passing."

WELL NIGH a hundred years ago Sir GREGORY LEWIN brought out the first volume of his "Reports of Cases Determined on the Crown Side on the Northern Circuit," which with its elliptical and absurd side notes greatly amused the profession both then and ever since. One of these consists merely of the three words—"A funeral passing"—which would be hard to beat on the score of concision; but it has the defect of its brevity by being by itself practically unintelligible, so we have to read the whole report of which it is supposed to crystallise the decision. Happily, this too is marked by extreme brevity, for it reads thus: "The notion that a uneral passing without interruption over a ground is conclusive evidence of a right of way, is a vulgar prejudice, and altogether erroneous—Per BAYLEY, J." Despite this emphatic pronouncement of the "vulgar prejudice," by the distinguished judge, and the concise side note of Sir GREGORY LEWIN, it would seem that in certain quarters the notion that the passing of a funeral over land is evidence of a right of way continues to flourish with unabated vigour, as was evidenced only the other day by its being put seriously forward in a country district as if it were trite law. Probably the idea originally arose owing to the natural disinclination of any landowner to interfere with the last solemn journey made by poor humanity to its resting place. But the fact that it has not been interrupted is not to be taken as "conclusive evidence of a right of way" is clear from the emphatic words quoted by Sir GREGORY LEWIN. The side note to the

case in question is not, by the way, the only one in which Sir GREGORY signalised himself as a master of laconic speech. Probably the most piquant is that which enunciates this startingly wide proposition: "Possession in Scotland, evidence of stealing in England"—a proposition which the wags immediately expanded into the still more piquant statement: "Possession of a pair of breeches in Scotland, evidence of stealing in England." The gleaner after the quaint and curious in the law should not overlook Sir GREGORY'S reports.

Gifts for Animals' Sanctuaries.

LOVERS OF animals will no doubt regret the decision of the Court of Appeal in *Re Grove-Grady*, reported in *The Times* of 14th February, reversing that of ROMER, J., reported 44 T.L.R. 760 (LAWRENCE, L.J., delivering a dissentient judgment). ROMER, J., and LAWRENCE, L.J., both held that the case fell within *Re Wedgwood*, 1915, 1 Ch. 113, a decision of the Court of Appeal, by which of course the present court was bound, and reference to that case will show the narrowness of the distinction found by HANWORTH, M.R., and RUSSELL, L.J. In *Re Wedgwood*, there was a secret trust of residue (as the Court of Appeal found) for the protection and benefit of animals. It was strongly urged on behalf of the next-of-kin that a trust which was framed to benefit all animals, whether noxious to mankind or otherwise, was not within the fourth division of Lord MACNAGHTEN'S classification of charities in *Commissioners, etc.* v. *Pemsel*, 1891, A.C. 531, at p. 583. The court, however, disposed of that argument by ruling that the trust helped to cultivate the quality of mercy in mankind, which was a useful and beneficial purpose. An attempt was made to revive the argument in the present case, but ROMER, J., pointed out that he could not listen to it. Mrs. GROVE-GRADY, however, appears to have directed that the animals should be "free from the destruction or molestation of man" (though these words do not in fact appear in the quotations from her will reported), and HANWORTH, M.R., seems to have based his judgment on the fact that the trustees would have no power to protect rare or useful animals from the depredations of the noxious ones. A sanctuary on such lines, he held, would not be of benefit to mankind. He also suggested that the trustees might buy an island not easily accessible to man for the purpose. It may be respectfully observed, however, that, with innumerable small islands already animal sanctuaries in that it is not worth man's while to disturb them, such a purchase would be a breach of trust. From a very short report of the judgment of RUSSELL, L.J., one gathers that he disapproves of *Re Wedgwood*, though of course, being bound by it, he has distinguished it. It seems probable that, having regard to the magnitude of the bequest, and the differences of the judges, the House of Lords may be asked to pronounce upon it, and that House can of course overrule *Re Wedgwood*. Until it does so, however, no practitioner should have any real difficulty in framing a client's gift or bequest to avoid *Re Grove-Grady*, and fall within *Re Wedgwood*.

Horwood *v.* Statesman Publishing Co. Ltd.

IN GIVING judgment allowing the appeal from an order of Mr. Justice MACNAGHTEN (reversing an order of the Master) in the libel actions brought by Sir William Horwood and Sir Wyndham Childs against the Statesman Publishing Company, Ltd., and others, Lord Justice SCRUTTON is reported to have said: "A journal called *The New Statesman*, at a time when public interest was excited by certain matters which happened in Hyde Park, published in reference to an inquiry: 'Such an inquiry might be of great value if it put an end to the Horwood, Childs, Bodkin methods. An end, that is to say, to the creation of crimes where there is no crime.' Feeling that a jury might think the passage defamatory Sir William Horwood started an action against *The New Statesman* and Sir Wyndham Childs also began an action against the same journal. But Sir Archibald Bodkin did not think that the journal was worth taking any notice of, and it was quite possible that other people might think that he was the wisest of the three." If his lordship is rightly reported, the implication of the last sentence is unfortunate. How did he know that Sir Archibald's views were what he states them to be? It is, surely, not a fair inference to be drawn from the fact that no action was taken by Sir Archibald against the journal, that he did not think the latter was worth taking any notice of, for he may well have held the opinion that the passage was not defamatory. We also respectfully deprecate the reference to the views of "other people," which are irrelevant to the issue and are founded on an assumption of fact that is at least open to serious doubt.

A Cruel Sentence.

A SENTENCE which will startle the public is that of the three years' penal servitude passed upon PERCY SMITHERS by Mr. Justice ROWLATT, at Winchester Assizes, on the 19th inst. The judge seems himself to realise that it is unlikely to stand, for he is reported to have used the words "unless the authorities vary it." No doubt the offences of rick burning and office breaking are serious, and the mountebank threats of destroying the town of Newport, Isle of Wight, indicate a perverted and dangerous mind. But penal servitude for melodramatic youths of criminal tendencies has definitely passed out of fashion, and there can be small use in passing a sentence so sure to be ameliorated that it is itself merely a threat, an angry snarl of the law at a tiresome boy whom it is exceptionally difficult to deal with. Boys quite as bad as this seem to have been sent to Borstal treatment, and even if we discount the full claims of those who support the Borstal system, it does have its successes. It, at least, offers more hope of an improved PERCY SMITHERS than penal servitude suggests. If there is no appeal against the sentence, the executive will almost certainly be compelled, by Parliamentary pressure, to modify the sentence. Pressure probably will not be needed, for there is, in these days, a commendable readiness to meet this kind of difficulty half-way.

The Police Pistol.

OUR NEW YORK correspondents tell us of an energetic police campaign going on there to "clean up" the great city. "Strong arm" squads are raiding "speak-easies," which we take it means that armed bodies of police are visiting the boozing pens which are the reverse side of the prohibition picture. The "gangsters," "gunmen," and other habitual rogues and criminals are running in all directions. Chicago is ready! Said the police commissioner there, or else a facile journalist writing him up, "We will send the New York crooks back to New York—in boxes, as we did FRANK ORLANDO, the New York robber shot here the other day." FRANK, apparently, secured his coffin from an unsympathetic chief of police. "We have plenty of ammunition left and will be glad to use it for target practice on any sweepings from New York." The curious and interesting thing is that there are in the United States many millions of quiet and law-abiding people. They are, unhappily, silent upon these matters, but it is not to be supposed they approve a state of things, where you can hire "good" gunmen to protect you from "bad" gunmen, with the likely result that entirely disinterested and innocent bystanders will be shot; where police and other government agents shoot first and enquire afterwards—some have recently been committed for trial for shooting a girl because they suspected, quite wrongly, on Heaven knows what evidence, that her car contained intoxicating liquors, and she drove on mistaking them for bandits, as they might have been. The pocket firearm is the curse of America. Everywhere it is carried by some; anywhere it may leap into action for bad motives or good. Mr. Chollop still goes about propagating rational liberty with a brace of revolving pistols, and to him is added the agent of the law or the hired protector of person or property with an automatic pistol and

spare cartridge clips, able to take men's lives almost as fast as one can count. Inveterate as the habit of carrying arms is in the great republic, it is becoming increasingly clear that it will have to be attacked. It should not be beyond the powers of a great people to carry through the disarmament of its own more reckless members.

The Refusal of a "Light."

SPEAKING GENERALLY, the law of England does not enforce minor courtesies. It is, therefore, hardly conceivable that even magistrates would be troubled with the point which not only has been decided by a summary tribunal in Germany, but has been the subject of an appeal. The facts were extremely simple. A asked B, a stranger, who was smoking a cigar, for a light, and B refused, apparently with some brusqueness. B was charged, and found guilty of insulting A, but on appeal the charge was dismissed, the higher court holding that B was within his rights in refusing A the favour sought. It is somewhat difficult to translate the matter into terms of English law, but conceivably, if the refusal had taken place in the Metropolitan Police area, s. 54 (13) of the Act of 1839 might have been invoked against B, as a person who had used insulting behaviour, whereby a breach of the peace might be occasioned. No doubt an English court would decide, just as the German higher court has done, that a wayfarer is entitled to be as boorish and churlish as he pleases, even to denial of a stranger's request to know his way. Certainly, anyone who sits on a public seat, and finds that a seedy-looking neighbour insists on talking to him, must be prepared, like the prosperous Scotsman in the story, to say "no" at some point or other. It may be remembered that the Scotsman was, as Professor JOWETT said of Lord OXFORD, very direct. When his less prosperous friend, propping up a public-house with his shoulders, saw the substantial man approaching to enter it, he said to him wistfully, "It's a fine day, Angus," to which observation he received the retort, "Be hanged if I do."

Authority of Headmaster.

THE QUESTION of the extent of the authority of a headmaster over boys who are pupils at his school has been raised in a recent case in the High Court. In this case, apparently, the boy was caned for smoking a cigarette which was given to him at his father's premises. The authority of a schoolmaster is, while it exists, the same as that of a parent. A parent, when he places his child with a schoolmaster, delegates to him all his own authority, so far as it is necessary for the welfare of the child (*Fitzgerald* v. *Northcote*, 1864, 4 F. & F. 656, per COCKBURN, C.J., at p. 689). The question is how far this authority extends, and there appears to be a dearth of authority on the subject. In the case of a child at a boarding-school, there would, obviously, be little doubt that he would be subject to the authority of the schoolmaster, except when on holiday, but the case of a day-boy is different. A schoolmaster does not seem to have any power to punish a pupil for not doing "homework" (*Hunter* v. *Johnson*, 1884, 13 Q.B.D. 225), but, apparently, he can punish him for a breach of the rules of the school when "out of bounds," provided the pupil is on his way to or from the school (*Cleary* v. *Booth*, 1893, 1 Q.B. 465), but the judges in that case expressed no opinion as to whether the schoolmaster's authority extended much beyond that, contenting themselves with citing s. 101 of the Code of the Education Department (1892) which (as they said) seemed to entrust the schoolmaster with the moral training and conduct of his pupils. Whether a disciplinary act by the schoolmaster is or is not within the power delegated to him is a question of fact in each case (*Cleary* v. *Booth*, *supra*), but it does seem reasonable that a schoolmaster should have the power to punish a pupil who, possibly wearing the school colours, frequents objectionable places or flagrantly breaks school rules, certainly during "term time."

Criminal Law and Police Court Practice.

BREEZES IN COURT.—A learned lord justice has just delivered himself of the pronouncement that it is one of the traditions of the English Bar that counsel stand up to judges when they are erring. As it must generally be a matter of opinion whether the judge is right or wrong, this is much the same as saying that counsel should stand up to judges when they think they are wrong.

What applies to judges must apply with still more force to lesser folk, like justices and justices' clerks. It is therefore a matter for regret when we read of scenes in court and the exchange of acrimonious observations which can hardly be edifying for the lay public to hear.

The *Sheffield Mail* reports a collision between a north-country magistrates' clerk and a solicitor in which the clerk is reported to have said to the solicitor: "That shows your memory is not equal to your impertinence. Sit down, sir, while I tell the magistrate what I did say." The *Sheffield Mail* thinks the clerk exceeded his duty, and that the sympathies of most advocates and others who frequent police courts will be with the solicitor.

Wherever the fault originally lay, it certainly seems lamentable that such an incident should occur at all. In all courts, from the High Court downwards, nerves sometimes become jangled, and tempers run high. All that is excusable, but one is entitled to look for restraint from the court and its officials even in the face of real or fancied provocation.

DOMESTIC COURTS.—Mr. SNELL, M.P., is said to have returned from the United States, where he has studied the operation of the Courts of Domestic Relations, with increased enthusiasm for his own Bill to promote similar courts in England.

The demand for such tribunals is limited but persistent; that is to say, those who ask for them want them very much, and believe whole-heartedly in them. The present position is that an enormous share of the matrimonial disputes is being taken by the ordinary police courts, which were originally criminal courts and are now a strange mixture of criminal and civil work. It is certainly true that many sensitive people who have domestic troubles sufficiently serious to justify court proceedings have a horror of taking them to police courts, which courts, by the way, are probably not half as terrible as they believe them to be. The police courts, on their side, sometimes complain that their time is unduly occupied by a type of work which seems hardly suited to them.

Local courts devoted to matrimonial causes alone, in which fees were low and in which parties could feel that they were not resorting to a criminal court at all, might prove of value. There would probably be less necessity to proceed hurriedly than there sometimes is in a court which is overburdened with other work. It might also be possible to develop the idea of conciliation instead of litigation. Even in the police courts this has often been done with success.

The idea of establishing these special courts—possibly in conjunction with juvenile courts—is at all events worth attention and discussion. Indeed, we should rather like to see the experiment tried, as our readers will have gathered from the articles on the subject which appeared in our issues of the 13th October and 24th November (72 SOL. J., pp. 670 and 786).

WHAT NEXT?—From America, whence so much that is startling originates, comes a story of an attorney who argued in court that the theory of evolution gave an ape a legal status and that he could not therefore be considered property. The question arose on a writ of attachment against a circus orang-utan. We are glad, for the sake of sanity and common-sense, that the judge rejected the argument. If animals are to have legal status, are they to sue and be sued? If so, how?

Shall we go back to the days in which unfortunate beasts were solemnly tried and condemned? At present, fortunately, our own law is clear, and we look after animals rather well without bothering about giving them legal status.

THE METROPOLITAN MAGISTRATES.—When last summer two additional magistrates were appointed to the London police courts, bringing the number up to the twenty-seven authorised by statute, it was hoped that the difficulty of avoiding congestion and delay would be surmounted. At the moment, unfortunately, there is a considerable shortage of magistrates, and a member of the House of Commons asked the Home Secretary last week whether he did not think that existing circumstances demanded an increase over and above the additional appointments of last summer. To this the Home Secretary replied that it happened that five magistrates were away ill owing to the influenza epidemic and he would not be justified in asking for more than twenty-seven magistrates.

The inconvenience caused by the absence of Metropolitan magistrates is pronounced, and is felt by the public, because their courts sit daily, and because people in custody cannot have their trials unduly delayed. Epidemics, however, are no respecters of persons, and some disorganisation takes place everywhere where they occur. Abnormal conditions like these would not, as the Home Secretary pointed out, justify him in asking for the appointment of still more magistrates beyond the maximum of twenty-seven.

At the Central Criminal Court there was also a difficulty last week. The Common Serjeant was unable to proceed with a trial because a second judge of the Court was not present. An alderman could not at the moment be found who was available. This shortage, again, was attributed to the fact that some of the aldermen were indisposed.

Housing: Some Legal Difficulties.

BY RANDOLPH A. GLEN, M.A., LL.B.

VIII.

Miscellaneous Cases.

THE following cases do not conveniently come under any of the groups into which I have divided these articles.

Implied condition of fitness.—The following cases relate to the implied condition of fitness which was contained in the repealed Acts (1885, s. 12; 1890, s. 75; 1903, s. 12; 1909, ss. 14, 15; 1919, c. 35, s. 39 (2); 1923, ss. 10, 16, 24, Scheds. II, III), and is now put in s. 1 (1) of the Act of 1925, thus: "In any contract for letting for habitation a dwelling-house at a rent not exceeding (*a*) in the case of a house situate in the administrative county of London, forty pounds; (*b*) in the case of a house situate elsewhere, twenty-six pounds; there shall, notwithstanding any stipulation to the contrary, be implied a condition that the house is at the commencement of the tenancy, and an undertaking that the house will be kept by the landlord during the tenancy, in all respects reasonably fit for human habitation: Provided that the condition and undertaking aforesaid shall not be implied when a house is let for a term of not less than three years upon the terms that it be put by the lessee into a condition reasonably fit for habitation, and the lease is not determinable at the option of either party before the expiration of three years." The condition so imposed is not confined to "sanitary" defects (e.g., it includes defective ceiling plaster which falls: see *Walker* v. *Hobbs*, 1889, L.R. 23 Q.B.D. 458). It is not broken by an invasion of rats from outside, but, *semble*, per SALTER, J., it would be if they bred in the house (*Stanton* v. *Southwick*, L.R. 1920, 2 K.B. 642; 18 L.G.R. 425; 64 SOL. J. 498). Nor is it broken by a landlord who lets a house in tenements and allows the staircase which remains under his control to become defective, though in the case in which LUSH, J., so decided, the plaintiff succeeded at common law because the condition of the staircase amounted to a concealed trap which the landlord had ample opportunity to ascertain, and there was no contributory negligence (*Dunster* v. *Hollis*, L.R. 1918, 2 Q.B. 795; 17 L.G.R. 42). A breach of the condition does not confer on a stranger to the contract of tenancy a right of action for damages, for instance, on the tenant's wife (as in *Middleton* v. *Hall*, 1912, 77 J.P. 172; 11 L.G.R. 660, n.; and *Lucy* v. *Bawden*, L.R. 1914, 2 K.B. 318), or on the infant daughter of the tenant (as in *Ryall* v. *Kidwell & Son*, L.R. 1914, 3 K.B. 135; 12 L.G.R. 997). But see the Scottish cases, *Gaunt* v. *McIntyre* (1914, S.C. (S.) 43; 5 Glen's Loc. Gov. Case Law 158); *Grant* v. *Fleming & Co.* (1914, S.C. (S.) 228; 5 Glen's Loc. Gov. Case Law 159). Section 1 (3) of the Act of 1925 (taken from the Act of 1909, s. 15 (7)), provides that the expression "landlord" means "any person who lets for habitation to a tenant any house under any contract referred to in this section, and includes his successors in title." In an unreported case (*Fisk* v. *Trumble*, 13th January, 1903), the Divisional Court held that this definition did not make an estate agent who had let a house the landlord so as to render him liable for a breach of the implied condition, even though he withheld the real landlord's name. As to the liability of local authorities for damages for non-repair of houses provided by them, see the Irish case, *Counihan* v. *Scariff R.D.C.* (1914, Ir. K.B. 81; 5 Glen's Loc. Gov. Case Law 159).

Conversion of Premises.—Section 102 of the Act of 1925 (taken from Act of 1919, c. 35, s. 27) gives the county court power, where there has been a change in the character of a neighbourhood, to allow on terms the conversion of single houses into two or more tenements notwithstanding covenants against such conversions. In *Johnston* v. *Maconachie* (L.R. 1921, 1 K.B. 239; 18 L.G.R. 806; 65 SOL. J. 43), it was held that the provision is applicable where it is shown that the house, when converted, could be let for occupation by persons of any class. This case subsequently came before Sir WALWORTH ROBERTS at Marylebone County Court. There the following propositions and facts were held established: (1) that the expression "neighbourhood" was not to be confined to houses in the same street, (2) that a number of large houses in neighbouring streets had recently been converted from single houses into hotels, boarding houses, maisonettes, or flats; (3) that owing to these changes the house in question could not be readily let as a whole for private occupation; (4) that it could be readily let if converted into two or more tenements; (5) that the occupation of the houses in the manner proposed by four families instead of one would indirectly benefit the public; (6) that there would be no serious detriment to those entitled to the benefit of the mutual covenant which prevented such conversion; and (7) that the plans of the conversion had been approved by the local authority. An order was accordingly made authorising the proposal: *Johnston* v. *Manzi-Fe* (1921, 65 SOL. J. 607). To justify such an order, it is not enough that a house has become "difficult to let" because "owing to economic causes which are affecting the whole kingdom equally the letting value of the class of house of which the house in question is one has fallen, at any rate for the time being" (per BANKES, L.J.). "A migration of the merchant princes which occurred thirty years ago" was held irrelevant. "If the change of character of one locality does in fact affect the letting qualities of houses in another and adjacent locality, both may be included in the term 'neighbourhood'" (per SCRUTTON, L.J.). "Neighbours are apparently treated as having the same interest in the application as have the parties to the contract" (per YOUNGER, L.J.). The case in which the above propositions were laid down by the Court of Appeal was sent back for another county court judge to find exactly what was the "neighbourhood" and what were the "changes in its

character" : *Alliance Economic Investment Co.* v. *Berton* (1923, 87 J.P. 85 ; 21 L.G.R. 403 ; 67 Sol. J. 498). The conversion of a house into flats, however, may infringe other provisions, e.g., those relating to " new buildings " (as in *Cammell Laird & Co.* v. *Brownridge*, 1919, 83 J.P. 190 ; 17 L.G.R. 441). As to " additions " to buildings, e.g., converting a conservatory into a bedroom, see *Meadows* v. *Taylor* (1890, L.R. 24 Q.B.D. 717). As to the conversion into a dwelling of a railway carriage, see *Hanrihan* v. *Leigh-on-Sea U.D.C.* (L.R. 1909, 2 K.B. 257 ; 7 L.G.R. 644 ; 53 Sol. J. 502), and of a harness room, see *Harding* v. *Larne U.D.C.* (1911, 45 Ir. L.T. 182 ; 2 Glen's Loc. Gov. Case Law 205). As to the conversion of dwelling-houses into warehouses, see *Morgan* v. *Kenyon* (1913, 78 J.P. 66 ; 12 L.G.R. 140). Where premises were originally constructed principally for a shop, and the use of several rooms for habitation was ancillary to this main purpose, it was held that converting the rooms for use as part of the shop without the consent of the local authority under the repealed s. 6 of the Housing (Additional Powers) Act, 1919, was no offence, *Davison* v. *Birmingham Industrial Co-op. Society* (1920, 85 J.P. 73 ; 18 L.G.R. 833).

Next week this series will be concluded with the miscellaneous housing cases which I have come across since writing these articles.

Rescue and Pound Breach.

The enormous increase of facilities offered to tenants to acquire goods on the instalment or hire-purchase system renders it desirable to consider the position of the true owner of goods who, *bonâ fide* and without knowledge, removes these goods after they have been seized under a distress for rent.

The matter is all the more important by reason of the fact that under the Statute of 2 Will. & M. Ch. 5, a person guilty of " rescous or pound breach " is liable to treble damages and costs at the suit of the person aggrieved.

At common law, in order to complete a distress, the distrainer was bound to remove the goods from the premises upon which they were seized, and to deposit them in the public pound ; where they came under the care of the pound-keeper and were said to be " *in custodia legis*."

Any forceable taking away of the goods from the custody of the distrainer whilst on their way to the pound was termed a " rescous " or rescue, and was actionable at common law as a trespass. It was a defence to such an action to plead wrongful and unlawful distress, provided the rescue was made by the tenant or owner of the goods, or his agent. (Roll Abr. 673.)

On the other hand, once the goods have been impounded, they passed into the custody of the law, and any re-taking thereof amounted to pound breach which was, and still is, an indictable misdemeanour. It is no defence to show that the distress was unlawful.

By the Statute 2 Will. & M., Ch. 5, s. 3, it was enacted " that upon any pound breach or rescous of goods or chattels distrained for rent, the person or persons aggrieved thereby shall, in a special action upon the case, for the wrong thereby sustained, recover his and their treble damages and costs of suit against the offender or offenders in any such rescous or pound breach, any or either of them, or against the owners of the goods distrained, in case the same be afterwards found to have come to his use or possession."

This section was held to mean treble costs as well as treble damages, but treble costs were abolished by 5 & 6 Vict., c. 97, s. 2, and the plaintiff is now entitled to a full and reasonable indemnity as to all costs and charges in and about the action. (See *House Property Co. of London* v. *Whiteman*, 1913, 2 K.B. 382.

The recovery of these penalties and the liability of persons offending against the statute was comparatively simple so long as the goods in question were deposited in a public pound ; but by the Statute 11 Geo. 2, Ch. 19, s. 10, it was provided : " it may be lawful to and for any persons lawfully taking any distress for any kind of rent, to impound or otherwise secure the distress so made, of what nature or kind soever it may be, in such place or in such part of the premises chargeable with the rent, as shall be most convenient for impounding and securing such distress."

In effect the goods may be left untouched and in different apartments, provided the tenant has notice of the seizure and consents to that method of impounding them. An implied consent is sufficient and very slight evidence will support it : *Washborn* v. *Black*, 11 East. 405 (*a*) ; *Tennant* v. *Field*, 8 E. & B. 536. Nor need any man be left in possession of the goods seized : *Firth* v. *Purvis*, 5 T.R. 432 ; *Jones* v. *Beirnstein*, 1899, 1 Q.B. 470.

There does not appear to be any reported case in which the position of the true owner who re-takes the goods without knowledge of the distress and impounding has been considered. There are apparently conflicting dicta as to whether notice to the defendant is a condition precedent to an action for pound breach, of which the following are some instances :—

In *Jones* v. *Beirnstein*, *supra*, at p. 472, Lawrence, J., said : " I do not think it was necessary that notice of the distress should be given to the true owner of the goods, but as a matter of fact, such notice was given." Whereas Channell, J., at p. 473, said : " The question of what amounts to an impounding is a difficult one which we are not called upon to decide . . . As has been pointed out, the seizing of the goods is an act done once for all, and when *notice of possession* is given that may be sufficient to constitute as impounding within the statute."

Again in *Thomas* v. *Harries*, 1 Man. & G., 1840, p. 695, Tindal, C.J., at p. 703, after reading the material parts of 11 Geo. 2, Ch. 19, s. 10, says : " The words ' or otherwise secure ' appear to me to enlarge ' impound ' and to give a wider meaning to it than if the latter well-known term, implying an inclosed place, had alone been used. I think that when the notice of distress, in which it is stated that the distress has been impounded, was delivered, the acts of the parties distraining, which were at first equivocal, coupled with the notice, constituted a complete impounding ; or, at least, that *from the time at which the notice was given*, the cattle were sufficiently *secured* to satisfy the statute."

Further, in *Swan* v. *Earl of Falmouth*, 1828, 8 B. & C. 456, in an action by a tenant for excessive distress, Bayley, J., at p. 459, says : " This is not a question between the landlord and a third person, but between him and his tenant, and the points to be considered are, whether, as between them, there ever was a seizure, and whether there were such an abandonment of the distress by the landlord as would have deprived him of the right to treat the tenant as a wrongdoer, had he taken away the goods." And again, Littledale, J., at p. 460, says : " I am of opinion that as between these parties there was an original seizure ; and that there was not an abandonment ; for since the Statute 11 Geo. 2, the landlord may keep the goods on the premises. The case might have been different had the question arisen between the landlord and an execution creditor, or a purchaser for a value consideration without notice, for the landlord might, perhaps, be considered to have lost his right as against third person if he neglected to give reasonable notice of it."

Although by 11 Geo. 2, Ch. 19, s. 9, a notice of the place where the goods distrained have been lodged is to be served on the lessee or tenant, there is no provision for publishing the fact that the place where the goods are lodged has become a pound. Nevertheless, the closing words of s. 10 of the same statute provide : " that if any pound breach or rescous shall be made of any goods distrained for rent, and impounded or otherwise secured by virtue of this act, the person aggrieved thereby shall have like remedy as in cases of pound breach or rescous as given by 2 Will. & M. Ch. 5."

It is worthy of note that an action to recover treble damages under 2 Will. & M., Ch. 5, s. 4, is a penal action, and that accordingly the plaintiff is not entitled to an affidavit of document: *Jones* v. *Jones*, 22 Q.B.D. 425, and that proof of special damage is unnecessary: *Kent* v. *Christmas*, 14 T.L.R. 572.

Although there is no direct authority on the question, it would appear reasonable to suppose that a true owner who takes his goods out of what, at any rate as between landlord and tenant, has been, by agreement, constituted a pound, could successfully plead ignorance in any criminal proceeding; and if this is so, it would appear to be equally reasonable to suppose that the same defence would be open to him in a penal action under the statute.

Workmen's Compensation:

Employers' Grievance.

ALL lawyers are familiar with the infeasibility of framing perfect statutes which will embrace all the numerous variations of cases which may arise under them. Unexpected and unthought of possibilities will appear, but, whenever the interpretation and application of the terms of a statute are rendered difficult by ambiguity of expression, it is generally understood that guidance must be looked for in the intention of the Legislature. An excellent example of such ambiguity appears in s. 8 (1) of the Workmen's Compensation Act, 1925, which provides for the payment of compensation to the widow and other members of a deceased workman's family, except children over the age of fifteen years, who are wholly or partially dependent on him. The point of ambiguity is whether the words "children's allowance" in the section refer only to the sons and daughters of the deceased, or whether they include all his dependents under fifteen years of age. In the recent case of *Shott's Iron Co., Ltd.* v. *Curran and Others* (*The Times*, 16th February), the House of Lords has taken the latter view. The facts of the case are briefly as follows: The deceased workman admittedly met his death from an accident arising out of and in the course of his employment, and in such circumstances as to give rise to a claim by his dependents for compensation against the employers. His mother, and eight brothers and sisters, all under the age of fifteen years, were partially dependent on him, and their claim was upheld by an arbitrator, who awarded compensation of £210, plus a children's allowance of £250. This decision was affirmed by the First Division of the Court of Session in Scotland, to which court the arbitrator stated a case, and the House of Lords has now re-affirmed that decision, Lord CARSON dissenting. It is submitted, with respect, that this decision is the result of a too liberal interpretation of the section, and one which was never intended by the Legislature. The Lord Chancellor, in his judgment, expressly refused to accept the appellants' argument that the intention of the Act was to confer a special benefit on the infant sons or daughters of a man who was accidentally killed; the test to the right to compensation, said his Lordship, was made to rest on the fact of dependency, not on the legal right to support, and he saw no reason for assuming that the special provision was to be limited to the children of the deceased. Referring to the substitution of the words "children's allowance" in s. 8 (3) (iii) of the Act of 1925, which reproduces s. 24 (2) of the Act of 1923, where the words are "sum payable in respect of children of the workman," his lordship explained this change of language as due to the desire of the Legislature to make it quite clear that they were only re-enacting the law as laid down in the courts, where it had been held that the section included *any* members of the deceased's family, and not his own children only, who were under the age of fifteen and who were wholly or partially dependent on him: *Pritchard* v. *Bettisfield*, 69 Sol. J., 640; 1925, 2 K.B., 284; *Campbell* v. *Portland Colliery*, 1926, S.C. 512; and *Faulkner* v. *Sutton*, 1927, 1 K.B. 207. Is it not equally probable, however, that the use of "children's allowance" in place of "sum payable in respect of children of the workman" was due to nothing more involved than the simple desire to abbreviate the latter expression? The House of Lords is not bound by the decisions of the Court of Appeal, so that, in the present case, setting aside the authorities it is difficult to understand why there should be any departure from the obvious meaning of the words and the undoubted intention of the Legislature. "Children's allowance" can only refer to the compensation payable to the children of the deceased workman, not to his father's or brother's children who happen to be living in the same house and partially dependent on his earnings. To hold otherwise would mean that the very object of the Act might be defeated by force of numbers. In his dissenting judgment Lord CARSON said that if the present workman had had young children they would have had to share the children's compensation with eight brothers and sisters who still had their father, who was in a position to maintain them. It is submitted that however widely previous decisions may have applied the statute, advantage should have been taken of this opportunity of limiting its application so as not to make employers liable for the maintenance, wholly or partially, of the children of a man or men whom they have never employed and probably have never even heard of.

Landlord and Tenant Act, 1927.

Claim for a "New Lease," with an Alternative Claim for Compensation for Loss of Goodwill.

ON the 29th January His Honour Judge MAXWELL had before him the case of *Perkin* v. *B. D. Co. Ltd.*, in which the plaintiff claimed a "new lease" under s. 5 of the L. & T. Act, 1927, or alternatively monetary compensation under s. 4.

Counsel for the plaintiff (Mr. S. P. J. MERLIN) in opening the case, stated that this was the first case under the Act to be heard in that court. He explained that the plaintiff was the lessee of a successful boarding-house in Bournemouth, which she had occupied for over nine years under three successive leases, at a rent of £400 a year. By her certified accounts of her annual profits during this period it was apparent that the plaintiff had established a valuable goodwill in connexion with this house. With regard to this goodwill counsel suggested that it was divisible into three parts. One part would undoubtedly remain attached to the premises. A second part might go away with the lessee to new premises, provided she could get suitable alternative accommodation in Bournemouth. A third part would probably be lost both to the premises and to the lessee, and would evaporate or be distributed among the other boarding-houses of the town. It was surmised that in most average businesses, where a business tenant moved to other premises in the same district, that one-third might remain in the premises, that another third might go with the old tenant to his new premises, and that the other third might distribute itself and be lost to both premises and tenant. Counsel added that the type of goodwill which attached itself to the premises might be regarded as the "cat goodwill," the type that followed the old tenant as the "dog goodwill," and the type that disappeared as the "rat goodwill." In any event he submitted it was clear that a large gap would exist between the full value of the gross goodwill created by the tenant at the premises, and the net value of it to the landlord for the purpose of re-letting at a higher rent, and that therefore the tenant became eligible for a "new lease" under s. 5.

These facts were borne out in evidence by several witnesses. Mr. HANKINSON (of Messrs. Hankinson & Sons, estate agents),

considered that by virtue of the goodwill built up there by the plaintiff, the place could be let at a higher rent than otherwise—£50 a year more he thought. Having regard to the figures mentioned, he calculated that the plaintiff would be entitled to £462 as compensation under s. 4 of the Act, but that that would not nearly compensate her for her loss of trade. The plaintiff in her evidence said her business was now permanently established, and that she was willing to pay £500 for a further seven years' lease.

Counsel for the defence (Mr. TRUSTRAM EVE), said the question was not what the tenant would lose, but what the landlord would gain by getting more for his property. He contended that if the defendants demolished the existing premises, no goodwill would accrue to the landlord. And as a substantive defence counsel submitted that the defendants were entitled to rely on demolition, or user for a different or more profitable purpose. In support of this he called the secretary and directors of the defendant company to prove that it was their intention to demolish this and two other contiguous houses and to erect service flats. After hearing arguments his honour reserved judgment on the facts, and also on the point whether one of the leases granted to the plaintiff was not a "reversionary lease" within the meaning of s. 15 of the Act.

A Conveyancer's Diary.

Liability for Repairs to Fences.

In a recent series of articles dealing with restrictive covenants we had occasion to remark that a covenant to repair a fence does not run with the land—we also referred to spurious easements. We have now been asked by a correspondent to deal more fully with easements to keep fences in repair, and to re-assure owners of building estates that their property will not be depreciated by the failure of owners of building plots to keep up their boundary fences.

The only obligation imposed by common law on a proprietor of land to keep his fences in repair is that every owner of land must prevent his cattle from straying on to his neighbours' land: "Gale on Easements," 10th ed., p. 415. An owner of land may, however, acquire an easement as against the owner for the time being of neighbouring land, that the owner of the servient tenement shall keep in the beasts of the owner of the dominant tenement: *Boyle* v. *Tamlin*, 1827, 6 B. & C. 325.

This right may be acquired by grant, express or implied, or by prescription, and has been called a *spurious* easement, though it appears to have the same incidents as any other sort of easement. Although the grant of such an easement may not specifically impose a liability to erect or repair a fence, it must necessarily do so by implication, so far as that is requisite for keeping in the cattle. This form of easement, however, except when claimed under some immemorial custom, is not of much practical importance. It has generally been the result of an agreement between neighbouring owners which has been carried on, either under a misunderstanding of their rights or for special reasons, by successive owners of the land, until it has become common practice, and its origin cannot be traced. In such cases a legal origin has sometimes been assumed to account for an otherwise inexplicable acquiesence on the part of one landowner in favour of another.

The Prescription Act, 1832, s. 2, provides that easements which have been enjoyed without interruption for a full period of forty years or more shall be deemed absolute and indefeasible unless it appears that the same were enjoyed by consent or agreement made expressly in writing or by deed. This section appears to include spurious easements which comply with the terms of the section.

The most satisfactory way, perhaps, for a vendor to ensure that a purchaser and his successors will be obliged to erect, or repair a fence, is for him to grant an easement to the owner of the land which he wishes to protect. It is obvious, however, that circumstances may not always be suitable to this proceeding, and in such cases there are other means for giving effect to such an intention.

The simplest of all means for making a positive covenant of this nature binding on successive owners is to induce the original purchaser to enter into the covenant and then to bind him by covenant to take a similar covenant from any subsequent purchaser from him.

In this way at least two purchasers may be compelled to perform the covenant, and this is in most cases all that can be done in this way. But as each purchaser will be liable in damages to his predecessor, if the covenant is broken by a succeeding owner, the result generally is that each succeeding purchaser enters into a similar covenant.

The original vendor may, in addition to imposing these covenants, reserve to himself out of the conveyance a power to re-enter upon breach of the covenant, and to erect the fence or repair it himself, the costs and expenses to be borne by the purchaser and the sum so due with interest at an appropriate rate to be a charge on the land until it is paid.

This power must be restricted to take effect within lives in being and twenty-one years afterwards. Formerly, rights of entry over a fee simple for condition broken could be given to a person and his heirs, and when so given was considered to be outside the scope of the perpetuity rule. Since 1925 such powers may be made exercisable by the person and his assigns, but only for a period authorised by this rule: L. P. Act, 1925, s. 4 (3).

A reservation of a right of entry made after 1925 in favour of a man and his heirs would be useless for, with an insignificant exception, heirs no longer take under an intestacy: Ad. of E. Act, 1925, ss. 45 and 46.

It follows that if the original vendor takes his power to re-enter if the fence is not erected in a stipulated time, and if he binds the purchaser and his successor in the manner above indicated, both the original vendor and the persons deriving title under him can, for a sufficiently long period, procure the performance of these covenants in a manner as effective as if the covenants actually ran with the land.

Landlord and Tenant Notebook.

Recovery of Possession of Part of Premises within the Rent Acts.

The decision of His Honour Judge Barnard Lailey in *Long* v. *Hill*, 1929, L.J.C.C.R. 4, should be noted, because it deals with the important question whether a landlord is entitled as of right to an order for possession of a part of premises within the Rent Restrictions Acts (as a whole), where such part is used solely for business purposes.

The facts in *Long* v. *Hill*, so far as material, were briefly as follows:—

In that case premises consisting of a shop with living rooms adjoining in the rear had been let to a tenant. During the currency of the lease the tenant, with the consent of the landlord, made certain structural alterations, which had the effect of cutting off the shop from the rest of the premises. The shop was thereby converted into a lock-up shop, quite separate from the rest of the premises. The residential part of the premises was sub-let by the tenant as two separate dwellings, the shop being occupied by the tenant himself for business purposes. The tenant himself, it should be noted, did not reside on the premises. At the termination of the tenancy the landlord claimed possession of the whole of the premises, or, alternatively, of the shop.

The learned county court judge held on the authorities that the landlord was entitled as of right to possession of the shop.

This appears to be a somewhat curious result of the Rent

Acts, since ordinarily under the common law a landlord cannot recover possession of *part* only of the demised premises.

It seems clear, however, that in certain circumstances, such an order, i.e., an order for possession of a *part* of the premises, may be made in cases coming within the Rent Restrictions Acts.

Phillips v. *Hallahan*, 1925, 1 K.B. 756, decides that a landlord may take a part of premises within the Rent Acts as a whole, out of the operation of the Acts, by letting a part separately for business purposes. In *Phillips* v. *Hallahan* the premises consisted of a shop and dwelling-house. The landlord, by separate lettings, let the shop and the dwelling-house to the same tenant. It was held that the shop portion of the premises was thereby taken outside the Acts. In his judgment in that case Bankes, L.J., after pointing out that the position was exactly the same as if the lettings had been to two different persons, added :—

> " In my opinion there is nothing in that Act to prevent a landlord, who has obtained possession of premises, part of which consists of business premises, letting off that portion as business premises, although if he had let the place as a whole it would have continued to be within the protection of the Act."

Whether, however, a tenant, who sub-lets parts of the premises for business purposes, thereby takes such part outside the operation of the Acts, so as to entitle the landlord at the termination of the tenancy to claim possession of that part, if it was still sub-let for business purposes, seems to be a somewhat debatable point, though one can see no reason why the landlord should not be entitled to possession of that part, according to the principle of *Prout* v. *Hunter*, 1924, 2 K.B. 736.

In *Long* v. *Hill*, however, the facts were the other way round, since the tenant himself was in occupation of the shop and, according to *Gidden* v. *Mills*, 1925, 2 K.B. 713, the learned county court judge, it seems, was right in making an order for the possession of the shop.

In *Gidden* v. *Mills* the tenant (who was a sub-tenant of the whole of the premises originally demised) had converted them into a garage with living rooms above, and he occupied the premises by keeping cars in the garage and allowing his chauffeur to use the living rooms. It was held that, although the landlord was not entitled to possession of the living rooms, he was nevertheless entitled to possession of the garage, on the ground that that portion of the premises had been separated from the portion of the premises let as a separate dwelling-house, and at the time of the action brought, was being used solely for business purposes, and was therefore taken outside the operation of the Acts.

Our County Court Letter.

STREET ACCIDENTS AND WORKMEN'S COMPENSATION.

THE right to an award is lost if the injuries are incurred while the workman is occupied with a matter of personal interest, as in the recent case of *Pratt* v. *Sunderland Corporation*. The applicant was a tram conductor, and his case was that at a certain junction he walked round his car to send some children away, and that while returning to the platform he caught his foot in some points and fell heavily, by reason of which his leg was broken. The defendants' case was that the applicant had mounted another car for the purpose of a conversation upon a personal matter, and that he had travelled some distance upon the other car before stepping off, and that he fell in so doing and so incurred the injury. His Honour Judge Richardson accepted the defendants' evidence, and held that the accident did not arise in the course of the employment, as the applicant had put himself in a position where his employment did not require him to be.

Even though the accident happens in working hours, the workman must discharge the onus of proof that it arises out of his employment, as shown by *Parsons* v. *Somerset Joint Committee of the South Western and Midland Railways*, 9 B.W.C.C. 532. The applicant was a railway porter, and his case was that while fastening a carriage door he slipped between the platform and a moving train and sustained serious injuries. The defendants' case was that the accident was due to the applicant mounting the footboard purely for his own pleasure, viz., talking to two young ladies—and that as his duties had ceased for the time being, the accident did not arise out of his employment. The Court of Appeal agreed with the county court judge that the onus was never shifted to the respondents, and that the applicant's case failed on the principle laid down in *Smith* v. *Lancashire and Yorkshire Railway*, 1899, 1 Q.B. 141.

An award for injuries received in the street is often dependent on the question as to whether the applicant had deviated from his ordinary route. In the recent case of *Gerrard* v. *Manchester Corporation* the facts were as follows : The applicant was a carter, and had been collecting refuse since 5.30 a.m., being due back at the depot at about 1.10 p.m. On the day in question he was on his return journey between 1.30 and 2 p.m., when his horse was frightened by a steam lorry and bolted, with the result that the applicant was thrown off and seriously injured. It was admitted by the applicant that he had stopped at a public-house at about 1 p.m., and that the rules prohibited carters from taking drink while on duty, but his case was that (1) it was customary for carters to drink, owing to the nature of their work ; (2) although his had been the longer route, it was usually followed by carters—not because there was a side road where they could leave their horses unattended, but because there was less traffic. The defendants' case was that the applicant was not entitled to increase their responsibility by doing something for his own purposes, that by calling for a drink he had deviated from his ordinary employment, and had therefore excluded himself from any right to compensation. His Honour Judge Leigh observed that there was no allegation that the applicant had had too much to drink, or that the accident was due to that cause, as he had taken no more than the capacity of the average carter. Whichever route the applicant had taken would have been reasonable and proper, and his day's work was not over until he had returned to the depot, and groomed and stabled his horse. The accident was one to which those in charge of horses and vehicles in public thoroughfares were peculiarly liable, and he held that the accident arose out of and in the course of employment, so that the applicant was entitled to an award.

A contrary decision had been given in *Everitt* v. *Eastaff & Co.*, 6 B.W.C.C. 184, on somewhat similar facts, viz. : The deceased workman was a carter, and after delivering a load of sand was due back at the stables for the dinner hour, but instead of returning by the way he had gone, the deceased chose a route which was slightly longer and led past a public-house. He stopped and had a drink at about 12 o'clock, but on resuming his journey was thrown from the cart and was killed, and the county court judge held that the deceased had gone out of his way and stopped for his own purposes, so that the accident did not arise out of and in course of his employment. The Court of Appeal rejected the argument that as long as the deceased had the horse and cart with him, any accident occurring while on the way back to the stables necessarily arose during the employment. It was held that a man making an excursion solely for his own pleasure is not within the Act.

STOCK EXCHANGE OFFICIAL INTELLIGENCE.

We are informed that the 1929 edition of *The Stock Exchange Official Intelligence*—the only work of its kind that is issued by the Stock Exchange—will be published on 25th March. The 1927 and 1928 editions (the latter of which was considerably larger than any previous issue) were, we understand, exhausted soon after publication.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Extinguishment of Manorial Rights—Whether can be Insisted on Whilst Dispute as to Fines and Fees Unsettled.

Q. 1573. A copyhold tenant has recently paid certain fines and steward's fees with a reservation of right under s. 129 (2), L.P.A., 1922, to recover a part thereof which he says are not properly payable. He has intimated that he does not propose to take any steps to test whether the fines and fees were properly payable, but intends to wait until the point is brought before the High Court by someone else, and then if the point is determined in his favour he will demand the recovery of such fines and fees as he thinks were not properly payable. It is quite possible and most probable that his objection to the fines and fees will never become the subject of a judicial decision. The steward contends that he cannot do this, for it would necessitate creating a sinking fund to meet possible claims at some remote age. The tenant has now asked the lady of the manor to enter into a compensation agreement, and she has refused to do this unless the tenant withdraws his reservation or presses his case forward in the court. The lady of the manor contends that it is a condition precedent to the extinguishment of manorial incidents whether under compulsory powers or by way of compensation agreement that all fines and fees authorised by the Act and all claims against her should be previously settled, and that she cannot be asked to enter into a compensation agreement and at some future date have a claim brought against her under the power in that behalf reserved by the tenant as above. The tenant has now served notice of compulsory proceedings, and the view of the Ministry appears to be that the right of a tenant to require the compulsory ascertainment of compensation for the extinguishment of manorial incidents is not affected by the fact that the fines and fees above referred to have been paid without prejudice, and that the Ministry would feel bound to proceed upon the tenant's notice in the usual way if no agreement is come to. The point is, can the lady of the manor be forced into extinguishing the manorial incidents so long as there is a reservation of the above description preferred against her ?

A. The lady of the manor cannot be compelled to enter into an agreement, but, if the tenant has served a notice, the extinguishment takes place from the service of notice, s. 138 (*b*), though the extinguishment is subject to payment of compensation. There appears to be nothing in the Act or Extinguishment Rules to entitle the lady to take up the position she has done. Section 130 (5) provides that fines shall be recoverable as simple contract debts only, and they are not a charge on the property. It is suggested, however, that, if a valuer is appointed to assess compensation, his award will in effect probably determine what should have been the proper fine ; and further that the Minister has power under s. 131 to determine whether the fee taken by the steward was a customary fee. In any event, the steward's fee has nothing to do with the enfranchisement.

Settled Land—Condition of Residence—Cesser of Interest—Title—Costs.

Q. 1574. A testator who died in 1922, by his will devised his freehold residence, upon trust to permit his wife to reside therein during her life, and upon her death to permit his daughter to reside therein, and that upon the death of his daughter or her desiring not to live in the house he devised the residence unto his son, and in such event he gave the contents of the house to his son and daughter. A vesting deed was executed after 1926 and the widow died in 1927, probate of her will limited to the settled estates was granted to the trustees of the original testator's will and a vesting assent was executed. The daughter intends to vacate the house and the son is selling with vacant possession, and for his own benefit and the furniture will be divided between the son and daughter. Is it necessary for any further vesting assent to be executed to vest the residence in the son or will it be sufficient if the daughter joins in the conveyance to the purchaser in which the fact of her giving up residence is recited and conveys and confirms, the son conveying as beneficial owner. With regard to the costs, we presume that costs of the accounts on which succession duty has been paid in respect of the residence and also the costs of the vesting assent and the limited probate are payable by the trustees out of the capital of the settled funds, other than the residence.

A. It is considered that if the questioners represent the daughter she should be advised that until she has actually forfeited her interest by non-residence she can sell as tenant for life (see s. 106, S.L.A., 1925), and in that event would be entitled to the income from the capital money. If she actually gives up residence the settlement is at an end and she can be called upon to convey the fee simple to the son (see " Every-day Points in Practice," s. 17, pp. 161 *et seq.*) The costs referred to should be paid out of the settled house, unless the will indicates that they should be paid out of other funds.

Undivided Shares — Beneficial Occupation by one Co-owner to the exclusion of the Other for Twelve Years before 1926—Title.

Q. 1575. A and B, two brothers, in the year 1907, purchased a freehold house as tenants in common and a considerable part of the purchase money was obtained on mortgage. From the date of purchase until his death in 1927 intestate A resided in the property, paid no rent to B therefor and received all the profits, for which he did not account to B. On the other hand, A and, subsequently to his death, his widow, paid all interest on the mortgage. B, who by virtue of the L.P.A., is the surviving joint tenant upon the statutory trusts, now wishes to sell the property, and, in order to obtain a better price, to take steps to eject A's widow.

(*a*) Can B sell alone without the appointment of another trustee to receive the purchase money ?

(*b*) Is A's widow protected under the Rent Restrictions Act, or can she be ejected ? What is her position in regard to the property ?

A. On the facts stated, A acquired title against B under the Statutes of Limitations before 1926, see R.P. Limitation Act, 1833, s. 12, and *Glyn* v. *Howell*, 1909, 1 Ch. 666. This being so, the title so acquired was not prejudiced by the L.P.A., 1925. The opinion is therefore here given that the house passed under A's will or intestacy, and that B has no interest in it. Therefore, in answer to the specific questions put : (*a*) B cannot sell in any circumstances. (*b*) The interest of A's widow in the property will depend on his will or the circumstances of his intestacy, but will not concern B as co-owner, for he has lost his rights.

Income Tax on Charges.

Q. 1576. In 1926 A mortgaged leasehold premises for £500 at £5 per cent. per annum, less tax to B. The ground rent is £10. The annual value of the premises for income tax

purposes is £20. A has defaulted in payment of interest, and B has gone into possession. The collector of taxes has served B with a demand for £4 under Schedule A, and £6 under Schedule D. It is presumed that £5 is the maximum amount chargeable under Schedule A, as the annual value is £20, and that the amount is a charge on the property and must be paid by B. The collector explains that out of the £6 under Schedule D £3 is for the balance of income tax on mortgage interest and ground rent after allowing for the £4 Schedule A and the balance is for tax on earnings of A's business formerly carried on on the premises. B refuses to pay the £6, stating that tax under Schedule D is not a charge on the property, and is only A's personal liability. Is B correct?

A. Yes. The revenue authorities have no power to enforce B to pay the tax on any portion of the Schedule D assessment made in the name of A. An assessment, however, to charge B directly on any mortgage interest he had received, and which was not covered by the Schedule A assessment on the property, could be made in the name of B.

Restrictive Covenant by Vendor as to Land Retained—Registration.

Q. 1577. A is the owner of about 1,000 acres of land which may or may not be used for building. He sells 200 acres to B, and in the conveyance to B he (A) covenants that he will not at any time use the adjoining lands retained by him or permit them to be used for the erection of a jam factory, brewery, or other similar building as detailed in the conveyance. Should B register this covenant by A as a D.11 Land Charge or would it be sufficient if when A sells in the future, he sells with this restrictive covenant on the land and registers it against any other purchaser of part of that land?

A. B should register, otherwise he will not be able to enforce the covenants against subsequent purchasers from A, even though A inserts a similar covenant in the conveyances. A will, of course, disclose the covenant in any contracts for sale and if he remains personally liable on his covenant with B after he has parted with the land, will take a covenant for indemnity from each purchaser.

Settled Land held in Undivided Shares—Power of Life Tenants in Common to sell.

Q. 1578. S by will devised all her real estate to A and B upon trust for her children equally, and declared that her trustees should retain the share of each of her daughters upon trusts therein stated. Testatrix had three children, one son and two daughters, all of whom are of age. There is no power of sale in the will. Testatrix died in 1922, and her estate has been administered. In July, 1925, on application to the court A and C were appointed trustees of the settlement for the purposes of the Settled Land Acts. It is now contended on sale of part of the property that para. 1 (1) of Pt. IV of Sched. I of L.P.A., 1925 applies, and that the estate is vested in the trustees of the will, and that the S.L.A. trustees should join in the conveyance to receive the purchase money. Is this correct?

A. The query omits one important item of information,—the trusts of the daughter's shares. It is assumed, however, from the fact that trustees for the purposes of the Settled Land Acts were appointed, that the two daughters were on the 1st January, 1926 tenants for life, each of one undivided third share. The additional paragraph inserted by the Amendment Act of 1926 at the end of Pt. IV is not applicable. If nothing was done prior to 1st January, 1926 to vest in the son the legal estate in his undivided share, the contention put forward that the trustees of the will, A and B, in whom the legal estate in the entirety was then vested, now hold upon the statutory trusts by virtue of para. 1 (1) is correct. There is no necessity for the S.L.A. trustees to concur, and they have no right to receive any part of the purchase money.

Correspondence.

Re Franklin & Swaythling's Arbitration.

Sir,—I have looked at the case of *Re Franklin & Swaythling's Arbitration* in the Chancery Division for February, p. 238, and I do not understand why s. 56 of the Law of Property Act, 1925, was not referred to, as it seems exactly to hit the point which came up for decision.

Maugham, J., says that "it is impossible to say in the circumstances as they now exist that he (the applicant) was a party to the submission, and the application must fail."

Section 56 (1) says: "A person may take an immediate or other interest in land *or other property*, or the benefit of any condition, right of entry, covenant or agreement over or respecting land *or other property*, although he may not be named as a party to the conveyance or other instrument."

I venture to suggest that s. 56 (1) should have been referred to by the counsel and by the judge before the decision was given.

I should esteem your comments.

E. T. Hargraves.

London, E.C.2.
12th February.

Peachy *v.* Young.

Sir,—Referring to the comments on this case contained in the "Landlord and Tenant Notebook," in your issue of the 9th inst., does it follow that the decision therein is of general application? The judge's decision may have rested on the fact that the mortgage deed in question contained a covenant for further assurance in which the mortgagor covenanted to execute further . . . *assignments* for further, better, more perfectly and absolutely . . . *assigning* the premises unto the mortgagee. Of course the word "assignment" could relate to nothing but the head-term.

In the statutory covenant for further assurance implied in a mortgage of leaseholds, it will be found that the word "assignment" does not appear. The word "assurance" does so appear, but this may be confined to assurances of the mortgage term.

W. J. Bloomfield Howe.

22 Chancery Lane, W.C.2,
20th February.

Sir,—Referring to the article in your issue of the 9th inst., p. 87, under the heading of "Landlord and Tenant Notebook," on the position of underlessees with regard to liability under covenants contained in headleases, I venture to ask whether from a practical point of view a purchaser from a mortgagee, or any underlessee of the remainder of the term of the headlease, less a few days, has anything to gain by disclaiming the nominal reversion under the power granted by the Law of Property (Amendment) Act, 1926.

In *Re Baker, ex parte Lupton*, 1901, 2 K.B. 641, Romer, L.J., said: "It would be absurd to suppose that they (the mortgagees) could hold the property without paying the rent and performing the lessee's covenants."

It is obvious that the underlessee cannot escape liability for the rent and covenants by such a disclaimer, for if the lessor should take steps to enforce his right of re-entry or forfeiture for breach of covenant and should proceed against the lessee on the covenants in the lease, the underlessee would be forced to apply for relief under the Law of Property Act, 1925, s. 146 (4), and to take a vesting order for the whole term.

Owing to s. 89 (1) of the Act, the question of an outstanding nominal reversion would not often arise in the case of a conveyance after the Act.

A. P.

20th February.

A Tenant Right Anomaly.

Sir,—With reference to the paragraph under the above heading on p. 109 of your issue of the 16th inst., we cannot understand your remark that "the difficulty was that s. 41 only provided a method of recovering the amount from a 'landlord.'" Section 41 expressly provides the method of recovery in the case of a landlord "entitled to receive the rents and profits of the holding otherwise than for his own benefit, whether as a trustee or in any other character," which we interpret to include the executors of a deceased landlord.

Under these circumstances we are of opinion that although a tenant is precluded from proceeding in the County Court (under s. 19) for recovery of the amount of compensation, he is entitled under cl. (iii) of s. 41 to obtain from the minister a charge on the holding to the amount of the sum due to him.

Apparently s. 19 is the section under which the action referred to in your paragraph was brought. Do not remarks quoted above refer to this section, and not s. 41 ? If this is so, ought not the reference to s. 41 in your report of the judge's finding, have been s. 19 ?

BAWTREE & SONS.

Witham, Essex,
19th February.

The New Lord of Appeal.

Sir,—There are several cases of Lords of Appeal being appointed direct from the bar besides those quoted by you and Mr. Proctor, e.g., Lord Russell, Lord Robson and Lord Cave.

As Russell, C.J., was a "law lord" for less than two months his appointment is easily overlooked.

I have not seen it noticed in the press that Macnaghten, J., is the fourth of his generation to hold high judicial office. Martin, B., married a daughter of Pollock, C.B., and Lord Macnaghten married a daughter of Martin, B.

It is also interesting to note that Pollock, C.B., has now had a son (Pollock, B.), a grandson (Hanworth, M.R.), and a great-grandson (Macnaghten, J.), on the Bench.

Yours, etc.,
(Signed) E. M. N. WILD.

London, E.C.
16th February.

[We hope to deal with the points raised in this Correspondence in our next issue.—ED. *Sol. J.*]

Reviews.

Studies in International Law and Relations. By A. PEARCE HIGGINS. 314 pp. (with Index). 1928. Cambridge University Press. Cloth. 15s. net.

A book on international law and relations written by so great an authority as Dr. Pearce Higgins could not fail to be interesting, but this book is not only interesting and instructive, but also comparatively light reading. Indeed, it is written for the layman as much as for the lawyer.

Dr. Pearce Higgins explains that in these days of democratic government it is necessary that everyone should understand something of the difficulties under which the Foreign Office labours in maintaining friendly relations between this and other countries.

A proper understanding of these difficulties necessitates some knowledge of international law.

After a preliminary discourse on international relations and international law generally, Dr. Pearce Higgins develops his theme by presenting, in language which those who run may read, some of the more interesting and important problems with which we have been faced in recent times.

A chapter on the international status of the Papacy makes specially interesting reading.

This book is well bound in cloth, and set up in good type. It also contains a useful index.

A History of the English Bar and Attornatus to 1450. HERMAN COHEN. x and 622 pp. (with index). London. Sweet and Maxwell. Cloth. 30s. net.

This book explores a little-known field of study. It is not a law book in the ordinary sense, but it contains much information of great interest to lawyers.

Many of us have wondered why it is that the bar of England, with its special rules, has developed on lines so different from those of other nations. We have longed to know how and when arose the differences between the attorney and the advocate. These and many other questions are answered by Mr. Cohen.

The industry and learning displayed by Mr. Cohen in the compilation of his work is much to be commended, but the scholarship shown in this respect causes us to be the more surprised by the lack of style shown in many of its pages. There can be no excuse for sentences such as this: "Now there can be little doubt that when Q wrote there was some kind, however rudimentary, of help, whether professional or not, for parties in the law courts."

The book is divided, not into chapters but into large unnumbered paragraphs, which makes it difficult to refer back.

In spite of these criticisms we think this work is highly to be recommended, and we have gained much interesting and useful information by perusing it.

Re-statement of the Law of Contracts. Chapters 1–7. Official Draft. Philadelphia, Pa. The American Law Institute. 1928. pp. 304 (with Index). $2.50.

This re-statement contains the result of some five years' work by the Reporter to the Institute and his advisers, and with the approval of the council is now published by the Institute as an official draft.

It is not easy to conceive the value of this publication from the point of the legal profession in America.

It would not be fair to consider it in the light that one would consider a similar production in this country, in the unlikely event of either or both of the societies representing the legal profession in this country becoming afflicted with the habit of stating the law.

To those who are under the impression that the law of contract as applied in the United States is directly descended from ours, a short perusal of this volume will soon reveal at least a bar sinister, the responsibility for which perhaps ought not to be laid on the shoulders of this quasi-codification of definitions and examples.

No doubt this re-statement will be of some use to those in this country desiring information as to the American law on account of the explanatory notes of the Reporter Mr. Williston and the cases therein cited by him.

Perhaps it should be recommended, if only on the grounds that it will increase the English reader's appreciation of his Anson.

From the American point of view, we doubt this re-statement of the law will prove useful as the basis for future legislative amendment.

Auctioneers' Press Guide.

The fifth edition of the Auctioneers' Press Guide is now on sale, price 2s., from the publishers, at 5, Clement's-Inn, London, W.C.2. The list of over 1,000 newspapers and periodicals issued in Great Britain, with particulars of charges for the insertion of property advertisements and other details necessary to the auctioneer has been thoroughly revised and brought up to date.

Legal Parables.

The Sad Story of the Earnest Humorist.

Mr. H. Elpless was building up a practice by dint of hard and conscientious work, if not of outstanding ability. He was a serious young man who neither drank, smoked nor joked. He read books on every branch of law, and studied hints on advocacy whenever he could find them.

Among other things, he had learned that in order to succeed in court he must study his tribunal. So when he found himself conducting a small action in a provincial county court he inquired of a cheery Cockney, who was sitting in counsel's box, what sort of a chap the judge was.

"All right," said his learned friend, "so long as you keep him amused. Don't be dull. He simply loves a joke."

"I'm afraid that's a bit out of my line," replied Mr. Elpless, with a sigh. "Still, one can but try."

His honour looked serious to the point of sourness, but, as the cheerful Cockney whispered, in answer to Mr. Elpless, that was only his dam' artful little game; and Mr. Elpless strove hard to be funny. The suit concerned two milkmen; so he opened the case by saying that the plaintiff was a star in the dairy profession, and the defendant was also in the milky way. The judge grunted, which he took as a sign of approval. "My client, Mr. Gibbons," he went on, "was challenged by the defendant to fight, and when he refused he was knocked down. It was, indeed, your honour, a case of Gibbons' decline and fall!"

Thus he proceeded throughout the case, though once or twice he noted uneasily that the judge seemed curiously unresponsive.

In the end, Judge MacIljoy, whose reputation as a solemn, solid lawyer was, alas! unknown to Mr. Elpless, poured out the vials of his wrath. Counsel, he observed, were given a good deal of latitude even when they overstepped the bounds of propriety, because allowance was made for inexperience and possibly incapacity. That a court was not a theatre had been laid down *ad nauseam*; he found it necessary to add, still less was it a second-rate music-hall wherein misguided wit could earn applause. Though he felt sorry for the plaintiff, he must dismiss his action, with the highest possible costs.

And as poor Mr. Elpless crept out, the cheery Cockney murmured in his tingling ear: "Ever been 'ad?"

Obituary.

Sir CHARLES SKERRETT, K.C., M.G.

The Hon. Sir Charles P. Skerrett, Chief Justice of New Zealand since 1926, died at sea on Friday in last week, on his way to this country, where his body is now being brought for burial. He was admitted in New Zealand as a barrister and solicitor in 1884, took silk in 1907, was President of the New Zealand Law Society from 1918 to 1926, and appointed Chairman of the Royal Commission on Administration of Western Samoa in 1927. He was sworn in as Chief Justice of New Zealand in 1926, being appointed directly from the Bar on the resignation of Sir Robert Stout, who had held office before him for twenty-five years. Whilst at the Bar he built up an extensive practice and worked hard, but kept himself in condition by his devotion to sport. Not only a brilliant but a fearless advocate, he was a firm believer in the value to a community of an incorruptible judiciary and a Bar with a very high standard of conduct. He was in every way peculiarly fitted for the perfect performance of the responsible duties attached to the high office to which he attained, and was well-known for his remarkable will power, having, last May, suffered the amputation of one leg, which was followed in October by the loss of the other, though he showed not the slightest intention of resigning his office. His loss will be keenly felt throughout the Dominion. His favourite recreations were fishing, shooting and golf, and he was proficient in each.

Mr. E. MORTEN, K.C.

Mr. Edward Morten, K.C., Recorder of West Ham since 1894, died at his residence, Morven House, Littlehampton, on Friday in last week, aged eighty-three. The second son of the late Mr. T. H. Morten, he was educated at Christ College, Cambridge, called to the Bar by the Inner Temple in 1871, took silk in 1909, and appointed the first Recorder of West Ham in 1894. He was elected a Bencher of his Inn in 1915.

Mr. J. W. OWEN.

Mr. James William Owen, solicitor, Caernarvon, died there suddenly on Tuesday in last week. Although of a retiring disposition, he was well known in Caernarvon and district, having for many years been the managing clerk to Mr. Charles A. Jones, C.B.E., the Clerk to the Borough Justices, and High Bailiff of the County Courts of Caernarvon, Llangefni, Holyhead, etc. His health had been indifferent for some time, though he was out a few days before his death. He was admitted a solicitor in 1906. H.

Notes of Cases.

Court of Appeal.

Brazewell *v.* **Emmott and Wallshaw Limited.**

Lord Hanworth, M.R., Lawrence and Greer, L.JJ.

22nd January.

Workmen's Compensation—Dependency—Injured Workman Married when Dying—Widow's Claim to Compensation as Dependant—Workmen's Compensation Act, 1925.

Appeal from Oldham County Court. The appellant was the widow of a workman, Brazewell, who in April, 1928, had been certified as suffering from an incurable industrial disease, and in June, 1928, shortly before his death, had married her. Evidence showed that she had resided with Brazewell since 1915 and had acted as his housekeeper. At the time of the marriage she knew that he would never work again, and was probably dying. The judge at Oldham County Court refused to award her compensation as a dependant under s. 4 (1) of the Workmen's Compensation Act, 1925, which directs that "The dependants of a workman entitled to claim compensation . . . are such of the members of the workman's family as were, wholly or in part, dependent upon the earnings of the workman at the time of his death, or would, but for the incapacity due to the accident, have been so dependent . . ." The county court judge found that Brazewell had no earning capacity at the time of his death, and he was not satisfied that the applicant would have been dependent on her husband but for the accident. The applicant appealed.

Allowing the appeal, Lord Hanworth, M.R., said that if the Workmen's Compensation Act were abused by those claiming under it, that was a matter to be dealt with elsewhere, and was not for the court. It had been suggested that the marriage had only taken place because of the injury, and with a view to claiming compensation, but the court did not know for certain as to that. The appellant had established that she was in fact married to Brazewell at the time of his death, and at that time she was receiving from him her only means of support. She had therefore satisfied the provisions of s. 4 (1), and the case must go back to the county court for an award to be made.

LAWRENCE and GREER, L.JJ., gave judgments to the same effect.

COUNSEL: *Cave*, K.C.; *Shakespeare* and *Spafford*, for the appellant; *Edgar Dale* and *Ormerod*, for the respondents.

SOLICITORS: *Church, Adams & Co.*, for *Cobbett, Wheeler and Cobbett*, Manchester; *Gregory, Rowcliffe & Co.*, for *John Taylor & Co.*, Manchester.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Carlton Hall Club, Ltd. *v.* **Laurence.**

Shearman and Acton, JJ. 22nd January.

GAMING—MONEY BORROWED FOR CARD GAME—CHEQUE—SECURITY AND CONSIDERATION BOTH AVOIDED—GAMING ACT, 1710, 9 Anne, c. 19—GAMING ACT, 1835, 5 & 6 Will 4, c. 14.

Appeal from a decision of Judge Snagge, Marylebone County Court.

In this case the plaintiffs, the Carlton Hall Club, Ltd., claimed from the defendant, Francis Harold Laurence, £28 7s. 3d. as money lent in the form of counters for the purpose of playing poker and other games in the club of which he was a member. The defendant pleaded that because it was a claim for money knowingly lent by the plaintiffs for the purpose of playing cards it was unenforceable under the Gaming Acts, 1710 and 1835. The county court judge found that part of the money, to the knowledge of the plaintiffs, was lent to the defendant for the purpose of playing cards; that it was used by the defendant in playing cards; and that he was advanced £2 in cash. Judgment was given for the plaintiffs, and the defendant now appealed.

SHEARMAN, J., said that it was well known that the cheques given by the defendant for the counters could not be sued on on the principle that all securities were avoided by the Gaming Acts. The point for the court to decide was whether the Acts not only avoided the securities but also the consideration. The case of *Applegarth* v. *Colley*, 10 M. & W. 723, held that it would be nonsensical to hold that the securities were bad, but that the consideration was enforceable; and that view was held in a majority decision in *Moulis* v. *Owen*, 1907, 1 K.B. 746. The court was bound by those authorities, and the appeal would be allowed.

ACTON, J., agreed.

Leave to appeal was granted.

COUNSEL: *Martin O'Connor* and *G. L. Hardy*, for the appellant; *Gilbert Beyfus* and *A. S. Diamond*, for the respondents.

SOLICITORS: *S. Myers & Son*; *Isadore Goldman & Son.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Bourne and Hollingsworth, Ltd. *v.* **Ogden (Inspector of Taxes).** Rowlatt, J. 29th January.

REVENUE—INCOME TAX—SUBSCRIPTION TO HOSPITAL—NOT AN ADMISSIBLE DEDUCTION FROM TAXABLE PROFITS—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, Sched. D, Cases I and II, r. 3 (*a*).

Case stated by the Special Commissioners of Income Tax.

For each of the years 1919 and 1920 the present appellants, Bourne and Hollingsworth, Ltd., voluntarily subscribed the sum of 1,050 guineas, in addition to their usual subscription of 50 guineas, to the Middlesex Hospital by way of discharging an accumulated liability to the hospital on account of the extensive use made of it by their employees during the war. They contended that those two sums of 1,050 guineas were admissible deductions from their taxable profits as being money wholly and exclusively laid out or expended for the purpose of the trade under r. 3 (*a*) of the rules applicable to Cases I and II of Schedule D of the Income Tax Act, 1918. Before the Special Commissioners it was contended for the respondent that, though the appellants were allowed a reasonable subscription—the usual 50 guineas—as an expense of the business, that allowance was a concession to which they had no legal right under r. 3. The Special Commissioners were of opinion that that view was correct, and that the appellants were not entitled as a matter of right to any deduction in respect of the subscriptions.

ROWLATT, J., dismissing the appeal, said that the matter was a question of fact, and that he would not have disturbed the finding of the Commissioners whichever way they had found. He could not accept the submission on behalf of the appellants that the Commissioners had misdirected themselves by deciding that a hospital subscription could not in law be an allowable deduction. It might be that the evidence showed that the subscription was not given with a view to earning profits or of securing a staff that would earn profits, but simply because the staff had been treated at the hospital. The appeal was dismissed with costs.

COUNSEL: *Raymond Needham*, K.C., and *J. S. Scrimgeour*, for the appellants; *The Attorney-General* (Sir Thomas Inskip, K.C.) and *R. P. Hills*, for the Crown.

SOLICITORS: *Reynolds & Miles*; *Solicitor of Inland Revenue.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Alexander *v.* **Alexander.** Bateson, J. 16th January.

DIVORCE—VARIATION OF SETTLEMENTS—CONSENT ORDER—EXTINGUISHMENT OF RESPONDENT'S INTERESTS—POWER OF APPOINTMENT UPON PETITIONER'S SECOND MARRIAGE—CHILD'S REVERSIONARY INTEREST AFFECTED.

This was a motion by a former wife petitioner for a declaration that she was entitled under a consent order made on a petition for variation of settlement to appoint a portion of the settled fund for the benefit of her after-taken husband, or, in the alternative, for variation of the consent order, so as to admit of such appointment being made. Under the settlement, dated 14th December, 1908, the income of the trust fund was to go to the wife for life, and if she predeceased the husband, then to him for life, with remainder to the children of the marriage. Further, if the wife should survive the husband and marry again, she could by deed or will appoint a certain part of the trust fund to the future husband for his life, with remainder to any children of such future marriage. The parties were married on 15th December, 1908, and a son was born, now eighteen years of age. On 30th June, 1924, the petitioner obtained a decree absolute of dissolution of her marriage, and on 9th July, 1924, an order was made by consent on a petition for variation of the settlement that all rights, powers and interests of the respondent in the settlement should be deemed to have been extinguished "as if he were now dead, and had died in the lifetime of the petitioner." On 27th April, 1926, the petitioner re-married, and she now wished to appoint by will a life interest in a moiety of the settled funds for the benefit of her after-taken husband. Counsel for the petitioner, in moving for the declaration, and asking for variation of the consent order in the alternative, submitted that the effect of the order was to accelerate the petitioner's powers, inasmuch as the settlement was to take effect as if the respondent were now dead. He referred to *Whitton* v. *Whitton*, 1901, P. 348, *Webster* v. *Webster*, 1926, P. 198, and *Scottick* v. *Scottick*, 1927, P. 205; 71 SOL. J. 584. Counsel appeared for the respondent, for the child of the first marriage, and for the trustees of the settlement respectively.

BATESON, J., in the course of his judgment, said that he had been told that the effect of the variation order was not only to extinguish the first husband's rights, but to accelerate the wife's, and to allow her to make an appointment of certain trust funds to her present husband for life. No authority had been cited enabling him to make the declaration asked, and to do so would seem to him to be jumping before the necessity

might arise. If the terms of the order were sufficient for such a course to be taken, there was no reason for a declaration. Until the necessity arose he did not intend to make such a declaration. The child of the first marriage was not represented when the order was drawn up, and any such appointment to the second husband, as was suggested, would very seriously affect the rights of that infant. Nor could he vary the order unless the parties consented, and they did not consent, and there was no question of an error in the drafting of the order. If it had come to him originally he did not think he would have made the order in the sense now wanted. The proceedings in this matter of variation were wrong from the start. The motion would be dismissed.

COUNSEL: *Clifford Mortimer* and *Richard Ellis* for the petitioner; *Acton Pile* for the respondent; *Bucknill* for the child of the first marriage; *J. H. Watts* for the trustees.

SOLICITORS: *Withall & Withall; Smiles & Co.; Hosking and Berkeley; Williams & James.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

In Parliament.

House of Lords.

Age of Marriage Bill [H.L.]. Read a Second Time. 13th Feb.

Gas Undertakings Bill [H.L.]. Read a Second Time. 19th Feb.

House of Commons.

Agricultural Credits (Scotland) Bill. Read a Second Time. 13th Feb.

Savings Banks Bill. Read a Second Time. 13th Feb.

Private Bills (Consolidation)—

Ordered, That a Select Committee of Six Members be appointed to join with the Committee of the Lords to consider all Private Bills for the exclusive purpose of consolidating the provisions of existing Private Acts of Parliament. 13th Feb.

Local Government Bill. Read a Third Time and passed. 18th Feb.

Questions to Ministers.

BRITISH PASSPORTS.

Mr. WHEATLEY asked the Secretary of State for Foreign Affairs if the detention of the hon. Member for Bridgeton and his friends by the Belgian authorities at Ostend has been reported to him; and if he has taken any steps to obtain an explanation and apology from the Belgian Government and to prevent a repetition of such indignity to British citizens travelling on the Continent with passports issued by His Majesty's Government?

Sir A. CHAMBERLAIN: Yes, sir, my attention was called to this incident. I did not consider that any representations to the Belgian Government were called for, inasmuch as the exclusion of any alien from the national soil is a sovereign right inherent in every Government. The possession of a British passport is not in itself a guarantee of admission to a foreign country.

CRUELTY TO DOGS (PENALTY).

Sir R. GOWER asked the Home Secretary whether his attention has been called to the recent conviction by the Kingston County Magistrates of Arthur George Richardson, for causing unnecessary suffering to a dog by starving it; and whether, having regard to the circumstance that a fine of £3 only was imposed, he will consider the advisability of increasing the minimum penalty for such cases?

Sir W. JOYNSON-HICKS: I have seen Press reports of the case. I could not propose legislation fixing a minimum penalty and depriving courts of their present discretion.

INSANITARY AREAS—COMPENSATION.

Sir R. GOWER asked the Minister of Health what schemes for insanitary area clearance submitted to him by local authorities for confirmation are now under consideration by him; and whether he will consider the advisability of withholding his approval to such schemes until such time as local authorities are required by law to pay fair compensation to persons whose sound houses and other buildings are acquired by such authorities under the schemes, and to the owners of businesses carried on in such houses or other building?

Mr. CHAMBERLAIN: Nine schemes for clearance of insanitary areas are at present under my consideration. While, as I have frequently indicated, I consider that s. 46 of the Housing Act, 1925, should in certain respects be amended, I do not think that I can properly withhold approval of schemes put forward on the basis of the existing law. 14th Feb.

Societies.

Solicitors' Managing Clerks' Association.

ANNUAL MEETING.

The annual meeting of this association was held on Thursday, the 14th inst., at The Law Society's Hall, the chair being taken by Mr. F. W. Hammond, the retiring president.

The report stated that the classes for law clerks had been well attended, and that examinations were held at which prizes to the value of £12 were awarded. The council, in pursuance of the instructions given at a general meeting in February 1928, had applied to the Board of Trade for a licence to enable the association to become registered as a society under s. 20 of the Companies (Consolidation) Act, 1908. In pursuance of that authority, they had prepared a draft memorandum and articles of association, which had been submitted to a general meeting of the members, and, in furtherance of the resolution then passed, the association had been registered as a company, limited by guarantee, under the Companies Acts, 1908 to 1917, but, in view of the Board of Trade licence, without being required to use the word "limited" as part of its title.

The PRESIDENT said that during the year the council had successfully maintained the traditions of the association, especially in securing the delivery of a series of lectures on "Negotiable Instruments," by Mr. D. N. Pritt, K.C., on "Bill of Lading," by Mr. S. L. Porter, K.C., and on "The Landlord and Tenant Act, 1927," by Mr. Cecil Harris. The association represented the practical side of the legal machinery necessary for carrying on the work of the profession, and its assistance was frequently invited with regard to matters of rules and procedure by the various committees which were from time to time appointed by the Lord Chancellor to effect improvement and reform in such matters. He felt confident that the policy which had guided the association through thirty-six years of increasing strength, financial and otherwise, would, with the aid of the wider machinery provided by its incorporation, carry it on to still greater usefulness. He expressed the hope that the Treasury would revert to the old practice of supplying forms in the Probate and Divorce Division within that division.

There were vacancies for eleven members on the council, caused by retirement in rotation and otherwise. An election took place and the following were returned: Mr. W. D. Atkin, Mr. E. J. R. Basken, Mr. J. Blackburn, Mr. P. G. Chaddock, Mr. B. R. Cecil, Mr. A. J. Charlton, Mr. G. E. Denton, Mr. R. W. Everard, Mr. W. H. Fay, Mr. A. T. Fowler and Mr. W. J. Powsland.

On the motion of Mr. J. Blackburn, Mr. A. G. Tindall was elected president for the ensuing year.

Mr. Hammond was elected vice-president, Mr. H. Batchelor and Mr. P. Hudson were elected auditors, and a vote of thanks was passed to Mr. Fellows, who had served the office for many years and did not seek re-election.

A resolution was passed asking the council to take into consideration the advisability of printing on all literature and notepaper the words "Founded, 1892; incorporated, 1928."

Bar Council Election.

The General Council of the Bar announce that the following twenty-four candidates had been elected members of the Council: Sir Thomas Hughes, K.C., E. A. Mitchell-Innes, K.C., Holman Gregory, K.C., Sir Herbert Cunliffe, K.C., M.P., A. F. C. Luxmoore, K.C., A. T. Miller, K.C., J. W. Manning, K.C., The Hon. Sir Reginald Coventry, K.C., J. E. Singleton, K.C., J. D. Cassels, K.C., M.P., Rayner Goddard, K.C., St. John G. Micklethwait, K.C., J. Willoughby Jardine, K.C., Walter Hedley, D.S.O., K.C., Alfred Adams, H. T. Wright, J. W. M. Holmes, J. W. F. Beaumont, W. Blake Odgers, R. T. Monier-Williams, A. H. Davis, Charles E. Harman, W. S. Morrison, and C. R. Algar.

Since the voting took place in the above election Mr. Luxmoore, K.C., has been appointed to be a Judge of the Chancery Division.

Solicitors' Benevolent Association.

The usual monthly meeting of the directors of this Association was held at The Law Society's Hall, London, on the 13th inst., Mr. Walter F. Cunliffe in the chair; the directors present being Messrs. E. R. Cook, T. S. Curtis, E. F. Dent, A. G. Gibson, E. F. Knapp-Fisher, C. J. Humbert, C. G. May, H. A. H. Newington, Sir R. W. Poole, M. A. Tweedie and A. B. Urmston (Maidstone). Four hundred and seventy-four pounds was distributed in grants of relief; seventy-two new members were admitted and other general business transacted.

Law Students' Debating Society.

At a meeting of the Society, held at The Law Society's Hall on Tuesday, the 19th inst. (Chairman, Mr. W. M. Pleadwell), the subject for debate was:—

"That the case of *Hyman* v. *Hyman*, 1929, 1 K.B.1, was wrongly decided (Divorce—Deed of Separation—Covenant of wife not to sue for alimony or maintenance—Subsequent decree *nisi* on wife's petition—Petition for permanent maintenance—Limitation of force of covenant to duration of marriage—Supreme Court of Judicature (Consolidation) Act, 1929 (15 & 16 Geo. 5, c. 49), s. 190."

Mr. J. Lyons opened in the affirmative; Mr. G. Roberts seconded in the affirmative. Mr. C. F. S. Spurrell opened in the negative; Mr. T. M. Lessup seconded in the negative.

The following members also spoke: Messrs. C. C. Ross, M. C. Batten, E. E. Pugh, H. W. Daniels.

The opener having replied, and the chairman having summed up, the motion was lost by three votes.

There were thirteen members present.

United Law Society.

A meeting of the Society was held in the Middle Temple Common Room on the 18th inst., Mr. F. B. Guedalla in the chair. Mr. F. M. Guedalla delivered an interesting address on "Retaliation on Neutrals for Offences of Enemies," which was followed by a discussion.

United Law Clerks' Society.

The ninety-seventh anniversary festival of this Society is fixed for Wednesday, 17th April next, and will be held at the Connaught Rooms, when the Attorney-General (Sir Thomas Inskip, K.C., M.P.) has kindly consented to preside.

The London Solicitors' Golfing Society.

We are requested to remind the members of this Society that a dinner is being held at The Law Society's Hall on Monday, 4th March, at which the President, Lord Riddell, will be the guest of the evening. Tickets, £1 1s., may be obtained from the Hon. Secretary (Mr. H. Forbes White), Bank-buildings, Ludgate-circus, E.C.4.

Harrogate and District Law Society.

The annual meeting of the Society took place on the 13th inst. with Mr. R. W. Buchanan in the chair. The meeting proceeded with the consideration of the report which showed the membership had been maintained. The report and accounts were duly adopted and the following officers were elected for the ensuing year: President, Mr. W. Topham; Hon. Treasurer, Mr. C. E. Atkinson; Hon. Secretary, Mr. R. G. Paver-Crow.

Legal Notes and News.

Honours and Appointments.

Mr. F. A. Macquisten, K.C., M.P., has accepted the Chairmanship of Super-Automatic Machines (1928), Limited.

Mr. Arthur S. May, Barrister-at-Law, Surrogate of Ecclesiastical Courts in Doctor's Commons, Official of the Archdeaconry of Middlesex, has been appointed Official of the Archdeaconry of Hampstead. Mr. May was called to the Bar in 1892.

Mr. W. A. Chislett, Solicitor, Deputy Town Clerk, Halifax, has been appointed Town Clerk of Barrow-in-Furness. Mr. Chislett was admitted in 1919.

Mr. A. H. Gregson, Solicitor, has been appointed Clerk to the Shoeburyness Urban District Council in succession to his father, Mr. F. Gregson, M.A., who has retired.

Mr. Ernest R. Browning, Solicitor, has been appointed Clerk to the Liskeard (Cornwall) Rural District Council. Mr. Browning—who was admitted in 1911—is a member of the firm of Elliots & Browning, of that borough.

Mr. Edwin Carse, Solicitor, Clerk to the Amble Urban District Council, has been appointed Clerk to the Alnwick Urban District Council. Mr. Carse was admitted in 1906.

Mr. Harry Howman has been appointed Assistant Solicitor in the office of Mr. Hugh Royle, Solicitor, Town Clerk of Hammersmith.

Mr. Aubrey Cyril Malim, Solicitor, Grantham, has been appointed Town Clerk of that borough in succession to his father, the late Mr. A. H. Malim, who had held the office for fifty years. Mr. Malim was admitted in 1906 and also holds the appointments of Borough Coroner and Clerk to the Borough Justices and to the Trustees of Grantham Charities.

Mr. George V. C. Cant, Solicitor, has been appointed Town Clerk and Clerk of the Peace for the County Borough of Dudley. Mr. Cant was admitted in 1915.

The Lord Chancellor has appointed Mr. W. T. Silvester, Solicitor and Notary Public, of the firm of Silvester & Sons, Solicitors, Goole, to be the Registrar of the Thorne County Court. Mr. Silvester is also Registrar of the Goole County Court (an appointment which he has held for the past sixteen years) and is Clerk to the Justices for the Lower Osgoldcross Division of the County, Clerk to the Governors of Goole Secondary Schools, Secretary to the Goole Higher Education Committee and Clerk to the Reedness and Swinefleet Drainage Commissioners. He was admitted in 1894.

Professional Announcements.

(2s. per line.)

Messrs. Brain & Brain beg to announce that as from the 1st day of January, 1929, they have taken into partnership Mr. Gerald Samuel Hampton (son of Mr. Arthur Samuel Hampton) and Mr. Ernest Walter Brain (youngest son of Mr. Sydney Brain), both of whom have been associated with the firm for some time past.

The business will continue to be carried on under the same firm name and at the same address as before.

Professional Partnerships Dissolved.

Frederick Acton and George Thornton Simpson, solicitors, Nottingham and elsewhere (Acton, Marriott and Simpson), as from 31st December, owing to retirement of F. Acton. The practice will be carried on by G. T. Simpson alone under the same style.

Arthur Joseph Ellis and Charles Harold Ellis, solicitors, Maidstone, Kent (Ellis and Ellis), by mutual consent as from 5th February. C. H. Ellis will practise solely in the name of the firm at Maidstone. A. J. Ellis will practise solely at Sutton Valence, Kent.

Francis Styan Moore, Robert Newbold Moore, and Eric Constant Willis, solicitors, Birkenhead, Chester (Moore Sons and Willis), by mutual consent as from 31st December. F. S. Moore and R. N. Moore will continue the business under the style of Moore and Sons.

"Occasional" Licences.

When a woman publican applied to Mr. Mead at Bow-street Police-court for six occasional licences to sell intoxicants at the new Victoria Hall, Southampton-row, she stated, in reply to the magistrate, that she obtained about fifteen occasional licences each year. The six licences were for public balls between now and the end of April.

Mr. Mead: This is not an occasional licence; it is a perpetual licence. You are turning the Victoria Hall into a licensed house. You have all the privileges of a licensed house with none of the liabilities. No one comes here to represent the organisers or the hall.

A police inspector said that the police had made inquiries and offered no opposition.

Mr. Mead: Why do these people choose to go to an unlicensed hall? There are plenty of licensed places. The owners of this hall should obtain a licence. They are infringing the privileges of licensed people in starting this hall. I will grant a licence for the first ball, but if I am here—I don't suppose I shall be after this week—I shall not grant any more. So far as I am concerned I think this is a gross abuse of the privilege.

CONFISCATION OF SLUM PROPERTY.

"Members of Parliament have a greater right to be wrong than we have to be right," said Mr. E. J. Churchman, in proposing "The Houses of Parliament" at the dinner of the National Federation of Property Owners and Ratepayers, held at the Hotel Cecil, under the chairmanship of Sir John W. Lorden.

Responding to the toast, Sir Robert Gower, M.P., said, with reference to s. 46 of the Housing Act, 1925, which relates to the confiscation of slum property by local authorities, that he should like to see a law passed giving compensation in such cases.

Viscount Bertie of Thame, submitting the principal toast, explained the object of the Federation as giving attention to all national matters affecting property.

Sir John W. Lorden, responding, said that under s. 46, the man who had kept his property in proper repair was treated exactly the same as the owner who had done nothing. (Hear, hear.) That was not justice; it was theft. (Hear, hear.) The section was a blot upon justice and the law of England, and until it was amended he should have no respect for people who applied it.

Sir Reginald Blair, chairman of the Municipal Reform party, proposing "The Municipal Authorities," stated that the Minister of Health had promised amendment of the law in regard to compensation.

OLD BAILEY DEADLOCK.

At the Central Criminal Court on Monday the Common Serjeant (Sir Henry Dickens, K.C.), at the adjournment of a case which was being tried before him, said they would be unable to proceed with the trial to-day unless an Alderman could attend. Various Aldermen had been communicated with, but they were all unable to come.

The Common Serjeant went on to say that it was a most astounding position. Unless two judges were present a trial could not proceed. Sometimes he had had to remain there himself for a couple of hours with nothing to do simply to allow another judge to go on with a case. It was not the fault of the Aldermen, continued the Common Serjeant. In the ordinary way the court would not have been sitting, but the trial had been postponed until this week because counsel had been suffering from influenza. That had probably upset the arrangements of the Aldermen.

Later it was announced that an Alderman would be able to attend that afternoon, and the trial was adjourned until then.

POLICE AND MOTOR PLATE NUMBERS.

"I don't know why it is, but the police do not seem to take the slightest notice of this offence," said Mr. Hay Halkett (the magistrate) at Marylebone Police-court, when a motorist was summoned for not having his rear identification plate illuminated at night.

"No one," he added, "can walk about the streets of London without seeing any number of vehicles which, if they ran over and maimed passengers, might never be discovered, because the plate number cannot be seen. It is extraordinary."

He fined the offender before the court 40s. or twenty-one days' imprisonment, and ordered the conviction to be endorsed on his licence.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Feb. 25	Mr. Blaker	Mr. Bloxam	Mr. Hicks Beach	Mr. Bloxam
Tuesday .. 26	More	Jolly	Bloxam	*More
Wednesday 27	Ritchie	Hicks Beach	More	Hicks Beach
Thursday . 28	Bloxam	Blaker	Hicks Beach	*Bloxam
Friday Mar. 1	Jolly	More	Bloxam	More
Saturday .. 2	Hicks Beach	Ritchie	More	Hicks Beach
	Mr. Justice Maugham.	Mr. Justice Astbury	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y Feb. 25	Mr. More	Mr. Ritchie	Mr. *Blaker	Mr. Jolly
Tuesday .. 26	*Hicks Beach	Blaker	Jolly	*Ritchie
Wednesday 27	*Bloxam	Jolly	*Ritchie	*Blaker
Thursday ..28	*More	Ritchie	Blaker	*Jolly
Friday Mar. 1	*Hicks Beach	Blaker	*Jolly	Ritchie
Saturday .. 2	Bloxam	Jolly	Ritchie	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 5½%. Next London Stock Exchange Settlement Thursday, 7th March, 1929.

	Middle Price 20th Feb.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	86¼	4 13 0	—
Consols 2½%	55½	4 10 6	—
War Loan 5% 1929-47	101⅞	4 18 0	—
War Loan 4½% 1925-45	98	4 12 0	4 13 6
War Loan 4% (Tax free) 1929-42	101½	3 19 0	3 18 6
Funding 4% Loan 1960-1990	89	4 10 0	4 10 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	91¾xd	4 7 0	4 7 6
Conversion 4½% Loan 1940-44	98½	4 11 6	4 13 0
Conversion 3½% Loan 1961	78¼	4 9 6	—
Local Loans 3% Stock 1921 or after	64½	4 13 0	—
Bank Stock	262	4 13 0	—
India 4½% 1950-55	91½	4 18 6	5 2 0
India 3½%	70	5 0 0	—
India 3%	60	5 0 0	—
Sudan 4½% 1939-73	95	4 15 0	4 16 0
Sudan 4% 1974	87¼	4 11 6	4 14 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	82	3 13 0	4 8 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 17 6
Cape of Good Hope 4% 1916-36	94	4 5 0	4 19 6
Cape of Good Hope 3½% 1929-49	81	4 6 6	4 19 6
Commonwealth of Australia 5% 1945-75	98½	5 2 0	5 2 0
Gold Coast 4½% 1956	96	4 14 0	4 16 6
Jamaica 4½% 1941-71	96½	4 13 0	4 15 0
Natal 4% 1937	93	4 6 0	5 1 0
New South Wales 4½% 1935-45	90	5 0 0	5 8 0
New South Wales 5% 1945-65	98	5 2 0	5 3 0
New Zealand 4½% 1945	96	4 14 0	4 17 6
New Zealand 5% 1946	102½	4 17 6	4 16 0
Queensland 5% 1940-60	98½	5 2 0	5 2 0
South Africa 5% 1945-75	102½	4 17 6	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	100	5 0 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 2 0
West Australia 5% 1945-75	98	5 2 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	104	4 16 0	4 15 0
Cardiff 5% 1945–65	101xd	4 19 0	4 19 0
Croydon 3% 1940–60	72	4 3 6	4 14 6
Hull 3½% 1925–55	79	4 8 6	4 19 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54xd	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64xd	4 13 6	—
Manchester 3% on or after 1941	64	4 14 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66xd	4 11 0	—
Metropolitan Water Board 3% 'B' 1934–2003	66xd	4 11 0	—
Middlesex C. C. 3½% 1927–47	83	4 4 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64	4 13 6	—
Stockton 5% 1946–66	102	4 18 0	4 18 0
Wolverhampton 5% 1945–56	103	4 17 0	4 17 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	81½	4 18 0	—
Gt. Western Rly. 5% Rent Charge	100	5 0 0	—
Gt. Western Rly. 5% Preference	96	5 4 0	—
L. & N. E. Rly. 4% Debenture	77	5 4 0	—
L. & N. E. Rly. 4% Guaranteed	72xd	5 11 0	—
L. & N. E. Rly 4% 1st Preference	63	6 7 0	—
L. Mid. & Scot. Rly. 4% Debenture	78½	5 2 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	78	5 2 6	—
L. Mid. & Scot. Rly. 4% Preference	72	5 11 0	—
Southern Railway 4% Debenture	78½	5 2 0	—
Southern Railway 5% Guaranteed	100	5 0 0	—
Southern Railway 5% Preference	93	5 7 6	—

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